

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

SAS INSTITUTE INC.,

Plaintiff,

vs.

WORLD PROGRAMMING LIMITED;
LUMINEX SOFTWARE, INC.; YUM!
BRANDS, INC.; PIZZA HUT, INC.; and
SHAW INDUSTRIES GROUP, INC.,

Defendants.

Civil Action No. 2:18-CV-00295-JRG

Jury Trial Demanded

WORLD PROGRAMMING LIMITED’S ANSWER TO ORIGINAL COMPLAINT

This is the third time that SAS Institute has brought copyright infringement claims against World Programming Limited (“World Programming”). SAS Institute’s claims were dismissed in both of the previous two lawsuits. On each such occasion, SAS Institute was seeking to assert copyright, and therefore a monopoly, over ideas and principles that are not afforded copyright protection because to allow monopolization would stifle creativity, quash competition, and limit consumer choice. Here, once again, SAS Institute seeks to monopolize those same ideas and principles so as to crush a legitimate competitor and to eradicate any consumer choice in the relevant market for software that runs programs written in the free-for-all-to-use SAS Language.

Ten years ago, SAS Institute brought its first allegation of copyright infringement against World Programming in the United Kingdom. After robust discovery showing that World Programming independently created its own source code without access to any of the code of any software offered by SAS Institute, the U.K. Court dismissed SAS Institute’s claims. SAS

Institute's second copyright infringement allegations were resolved for World Programming on summary judgment by the Court of the Eastern District of North Carolina. Both courts found that SAS Institute was seeking to over-extend its copyright to monopolize elements and functionality of computer programs that are not entitled to copyright protection.

SAS Institute seeks another bite of the same apple here. SAS Institute is a bully, seeking to squeeze legitimate competition out of the marketplace. That is clear from SAS Institute's prior testimony. SAS Institute's witnesses testified that SAS Institute's intention is to bar development of competing products in the entire field of SAS Language interpretation. SAS Institute's CEO himself acknowledged SAS Institute's attempted monopoly over the entire field, testifying that, prior to WPS, no one could run a SAS Language program without using SAS Institute's software.

In a transparent attempt to hurt its competitor, and punish World Programming with litigation expense, SAS Institute brings World Programming's alleged customers and resellers into the fray, even though one alleged customer explained that it never used World Programming's software and one alleged reseller explained that it has no sales or revenues from this software.

Defendant World Programming Limited denies SAS Institute's allegations and files this Answer to the Original Complaint. Dkt. 1. SAS Institute's claims lack merit. World Programming denies all allegations in the Complaint unless specifically admitted herein. Moreover, World Programming seeks relief through its counterclaims set out below. World Programming states as follows.

THE NATURE OF THE ACTION

1. World Programming admits that SAS Institute's present action purports to be an action for copyright infringement and that SAS Institute alleges that Defendants willfully infringe various unnamed materials SAS Institute claims to be copyrighted. World Programming admits that SAS Institute's present action also purports to be an action for patent infringement and that SAS Institute alleges that World Programming, Yum!, and Pizza Hut willfully infringe United States Patent Nos. 7,170,519 (the "'519 patent"), 7,447,686 (the "'686 patent"), and 8,498,996 (the "'996 patent"). SAS Institute has dismissed its claims against Hitachi and Angoss. World Programming otherwise denies the allegations in paragraph 1.

2. To the extent SAS Institute is using the word "clone" to mean a product that can compile and run customer programs written in the SAS Language, then to this limited extent, World Programming admits that it successfully created a "clone" that competes with components of the SAS System. To the extent SAS Institute is using the word "clone" to mean a copy, World Programming denies the allegation. World Programming denies the remaining allegations of paragraph 2.

3. World Programming admits that it is a competitor of SAS Institute, that it has lawfully developed software that is capable of running computer programs written in the language of SAS Institute, and that, while it does not know the precise costs of a license to software offered by SAS Institute, is aware that the license fees for its WPS software tend to be lower than the license fees SAS Institute charges for software. To the extent SAS Institute is using the word "clone" to mean a product that can compile and run customer programs written in the SAS Language, then to this limited extent, World Programming admits that it successfully created a "clone" that competes with components of the SAS System. To the extent SAS

Institute is using the word “clone” to mean a copy, World Programming denies the allegation. World Programming denies the remaining allegations of paragraph 3 of the Complaint.

4. World Programming admits that it lawfully acquired and used copies of SAS Learning Edition software (and the last license expired in 2011), that the U.K. Court found that all of World Programming’s use of the SAS Learning Edition software was lawful, that World Programming requested and that SAS Institute refused to provide a copy of the SAS System, and World Programming denies the remaining allegations of paragraph 4 of the Complaint.

5. World Programming denies the allegations of paragraph 5 of the Complaint.

6. World Programming denies the allegations of paragraph 6 of the Complaint.

PARTIES

7. World Programming admits that public records show that SAS Institute is a corporation organized under the laws of the State of North Carolina with its principal place of business at 100 SAS Campus Drive, Cary, North Carolina 27513. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 7 of the Complaint.

8. World Programming admits that it is a private limited company under the laws of England and Wales. World Programming admits that it was originally incorporated under the name Management Technologies Limited and that it has undergone two name changes before adopting the name World Programming Limited, which is its current name, in 2006. World Programming admits that its registered office is in Romsey but denies the remaining allegations about its registered office in paragraph 8 of the Complaint.

9. World Programming denies that its WPS software infringes and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 9 of the Complaint.

10. World Programming denies that its WPS software infringes and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 10 of the Complaint.

11. World Programming denies that its WPS software infringes and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 11 of the Complaint.

12. World Programming denies that its WPS software infringes and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 12 of the Complaint.

13. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 13 of the Complaint

14. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 14 of the Complaint.

15. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 15 of the Complaint.

16. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 16 of the Complaint.

JURISDICTION, VENUE, AND JOINDER

17. World Programming admits that SAS Institute purports to assert claims for violations of the Copyright Laws of the United States, Title 17 of the United States Code, and the Patent Laws of the United States, Title 35 of the United States Code. World Programming

admits that this Court has subject matter jurisdiction over the claims against World Programming in this action under 28 U.S.C. §§ 1331 and 1338(a).

18. World Programming admits that this Court has personal jurisdiction over World Programming for purposes of this action.

19. World Programming admits that it is a foreign corporation not resident in the United States and World Programming does not contest venue in this district solely for purposes of this action.

20. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 20 of the Complaint. World Programming admits that SAS Institute voluntarily dismissed its claims against MineQuest Business Analytics, LLC. Dkts. 70, 71.

21. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 21 of the Complaint. World Programming admits that SAS Institute voluntarily dismissed its claims against MineQuest LLC. Dkts. 70, 71.

22. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 22 of the Complaint. World Programming admits that SAS Institute voluntarily dismissed its claims against Angoss. Dkts. 66, 69.

23. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 23 of the Complaint.

24. World Programming denies that Yum! has committed acts of infringement and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 24 of the Complaint.

25. World Programming denies that Pizza Hut has committed acts of infringement and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 25 of the Complaint.

26. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 26 of the Complaint.

27. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 27 of the Complaint. World Programming admits that SAS Institute voluntarily dismissed its claims against Hitachi. Dkts. 34, 35.

28. World Programming admits that joinder is proper under 35 U.S.C. § 299. World Programming admits that, consistent with SAS Institute's allegations in the Complaint (but notably contrary to SAS Institute's argument in its opposition to Defendants' Motion to Sever and Stay Customer and Reseller Claims (Dkt. 59)), all remaining claims in this action arise from Defendants' alleged making, using, importing into the United States, offering for sale, or selling of World Programming's WPS software. World Programming denies, however, that any alleged infringement occurred.

SAS AND THE SAS SYSTEM

29. World Programming admits that SAS Institute offers business intelligence software and services, including software products that SAS Institute refers to as the "SAS System." World Programming lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 29 of the Complaint.

30. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 30 of the Complaint.

31. Because World Programming does not understand what SAS Institute is referring to in Paragraph 31 by "SSO" and "SAS System," for which SAS Institute provides only vague

and contradictory explanations, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 31 of the Complaint.

32. World Programming denies the allegations of paragraph 32 of the Complaint.

33. World Programming denies that there are numerous programs on the market that can process the SAS Language. World Programming admits that numerous programs are available for sale or license that process languages other than the SAS Language and handle data access, data management, data analysis, and data presentation and the outputs may look different. World Programming denies the remaining allegations of paragraph 33 of the Complaint.

34. World Programming admits that a user of the SAS System may work with and enter his or her programs into the SAS System by use of a graphical user interface. Otherwise, World Programming denies the allegations of paragraph 34 of the Complaint.

35. World Programming admits that SAS Institute offers manuals. Because SAS Institute has not identified or defined any specific manual nor what SAS Institute claims is the alleged “specific creative expression,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 35 of the Complaint.

36. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 36 of the Complaint.

37. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 37 of the Complaint.

38. World Programming admits that users of the SAS System may run “SAS Programs” or “SAS Scripts” using the SAS System. World Programming further admits that

SAS Programs or SAS Scripts are written in the SAS Language and that such Programs can be an integral part of a customer's organization. Otherwise, World Programming denies the allegations of paragraph 38 of the Complaint.

39. World Programming admits that SAS Institute's customers have written, or had written on their behalf, application programs in the SAS Language, and that these programs may vary in size. World Programming admits that SAS Institute customers write programs using the PROC statements which are part of the SAS Language and free for anyone to use without restriction. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 39 of the Complaint.

40. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 40 of the Complaint.

WPL and the World Programming System

41. World Programming admits that it is a competitor of SAS Institute and that companies other than SAS Institute and World Programming provide business intelligence software. World Programming denies that there are any vendors other than World Programming that compete with SAS Institute to provide software that can compile and run customer programs written in the SAS Language. World Programming denies that it infringes any copyrights of SAS Institute. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 41 of the Complaint about other companies.

42. World Programming admits that its current or former customers include those identified in paragraph 42 of the Complaint. To the extent SAS Institute is using the word "clone" to mean a product that can compile and run customer programs written in the SAS Language, then to this limited extent, World Programming admits that it successfully created a

“clone” that competes with components of the SAS System. To the extent SAS Institute is using the word “clone” to mean a copy, World Programming denies the allegation. World Programming further denies the remaining allegations set forth in paragraph 42 of the Complaint.

43. To the extent SAS Institute is using the word “clone” to mean a product that can compile and run customer programs written in the SAS Language, then to this limited extent, World Programming admits that it successfully created a “clone” that competes with components of the SAS System. To the extent SAS Institute is using the word “clone” to mean a copy, World Programming denies the allegation. World Programming further admits that the quoted language from paragraph 43 comes from the July 23, 2010 judgment of the United Kingdom court, paragraph 73.

44. World Programming denies the allegations in paragraph 44 of the Complaint.

45. World Programming denies the allegations of paragraph 45 of the Complaint.

The SAS/WPL North Carolina Litigation

46. World Programming admits that on January 19, 2010, SAS Institute sued World Programming in the Eastern District of North Carolina for (1) Copyright Infringement – SAS System, (2) Copyright Infringement – SAS Manuals, (3) Breach of Learning Edition License Agreement, or, in the alternative, Tortious Interference with Contract, (4) Tortious Interference with Prospective Economic Advantage, (5) Unfair and Deceptive Trade Practices/Unfair Competition under N.C.G.S. § 75-1.1 in case No. 5:10-CV-25 (the “North Carolina Litigation”). World Programming admits that on August 14, 2013, SAS Institute filed its First Amended Complaint, which changed Count (3) above to a claim for Breach of Learning Edition License Agreement/Obtaining the SAS Learning Edition by Fraud.

47. World Programming denies the allegations of paragraph 47 of the Complaint.

48. World Programming denies the allegations of paragraph 48 of the Complaint.

49. World Programming admits that it lawfully acquired two copies of SAS Learning Edition 1.0 in October 2003, one copy of SAS Learning Edition 2.0 in March 2005, two copies of SAS Learning Edition 4.1 in July 2007, and seven copies of SAS Learning Edition 4.0 in March 2009, all in the United Kingdom. World Programming further admits that, each time a version of the SAS Learning Edition was installed (which were all in the United Kingdom), the employee that conducted the installation accepted the license agreement at the time of installation, on behalf of World Programming. World Programming admits that the SAS Learning Edition license agreement recited a provision prohibiting reverse engineering, “except to the extent applicable laws specifically prohibit such restriction” and that the United Kingdom court held that World Programming did not breach any enforceable provisions of the SAS Learning Edition license agreement. World Programming denies the remaining allegations of paragraph 49 of the Complaint.

50. World Programming denies the allegations of paragraph 50 of the Complaint.

51. World Programming denies that it improperly gained access to the full version of the SAS System and otherwise admits the allegations in paragraph 51 of the Complaint.

52. World Programming denies that it called the development effort “Project X” but otherwise admits the allegations of paragraph 52 of the Complaint.

53. Because the term “SAS System” is only vaguely defined in this Complaint, World Programming admits that, as WPL contractor Steve Bagshaw testified in a March 2010 witness statement, CA permitted World Programming to run SAS Language programs on the copy of the SAS System software installed on CA’s mainframe and otherwise denies the allegations in paragraph 53 of the Complaint.

54. World Programming admits that the language quoted in paragraph 54 appears in the North Carolina court's summary judgment order (Dkt. 296) and otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 54 of the Complaint.

55. World Programming denies the allegations in paragraph 55 of the Complaint.

56. World Programming denies the allegations of paragraph 56 of the Complaint.

57. World Programming admits that SAS Institute has already sued World Programming over its development and sales of its WPS software and that the series of transactions comprising the development and sales has been the subject of two prior lawsuits between World Programming and SAS Institute. World Programming further admits that SAS Institute lost its copyright claims as to World Programming software and breach of contract claims in the United Kingdom. World Programming further admits that the district court in the North Carolina Litigation granted summary judgment in World Programming's favor on SAS Institute's copyright claims as to World Programming's software, finding no copying of any material in which SAS Institute had enforceable copyrights, and on SAS Institute's claims for tortious interference with a contract and with prospective business relations. World Programming admits that SAS Institute obtained a jury verdict in the North Carolina Litigation on its fraud and unfair and deceptive trade practices claims and on damages for its breach of contract claim, and the district court in that case entered judgment on the verdict in the amount of approximately \$79 million. The phrase "These and other actions" is unclear; World Programming admits that there was other evidence at that trial than that set forth in paragraphs 46–56 and incorporates its previous responses to those paragraphs here. World Programming denies the remaining allegations set forth in paragraph 57 of the Complaint. .

58. World Programming admits that the cited Memorandum Opinion and Order, which ruled on World Programming's motion for judgment as a matter of law and motion for jury trial and was therefore considering all evidence in the light most favorable to SAS Institute, contains the quoted language; the first quote appears on page 11 and the second on page 26, and otherwise denies the remaining allegations in paragraph 58 of the Complaint.

59. World Programming admits the allegations of paragraph 59 of the Complaint.

60. World Programming admits that in *SAS Institute Inc. v. World Programming Limited*, Nos. 16-1808, 16-1857, the United States Court of Appeals for the Fourth Circuit "vacate[d] the district court's ruling on the now-moot copyright issue, with the result that the claim should be dismissed on remand" because SAS Institute made clear "the only relief it seeks from the copyright claim that it has not already received from its other claims is an injunction," to which SAS Institute was not entitled. World Programming admits that, in response to SAS Institute's motion to amend judgment, the district court in the North Carolina Litigation, on remand from the Fourth Circuit, "dismissed as moot without prejudice" "plaintiff's claim for copyright infringement of the SAS System." World Programming denies the remainder of the allegations in paragraph 60.

WPL'S CUSTOMERS AND RESELLERS

61. World Programming admits that SAS Institute competes with World Programming in that World Programming and SAS Institute are the only two companies that offer software that is capable of running programs written in the SAS Language and that World Programming's target market is users who wish to run SAS Language programs. Otherwise, World Programming denies the allegations of paragraph 61 of the Complaint.

62. World Programming denies the allegations of paragraph 62 of the Complaint.

63. World Programming denies the allegations of paragraph 63 of the Complaint.

64. World Programming denies the allegations of paragraph 64 of the Complaint.

65. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 65 of the Complaint. World Programming admits that SAS Institute voluntarily dismissed its claims against Angoss. Dkts. 66, 69.

66. World Programming refers to its prior responses about the word “clone” and denies that WPS reproduces or was ever intended to reproduce any copyrighted work created by SAS Institute or infringes any patents of SAS Institute. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 66 of the Complaint.

67. Because SAS Institute twice lost on its intellectual property infringement claims in the two prior lawsuits, World Programming denies that any awareness of the prior litigation would put customers and resellers on notice of any legal risk of utilizing and copying the WPS software. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 67 of the Complaint.

68. World Programming admits that certain of its reseller agreements and license agreements contain provisions governing indemnification. World Programming denies the remaining allegations of paragraph 68 of the Complaint.

69. World Programming denies the allegations of paragraph 69 of the Complaint.

70. World Programming denies the allegations of paragraph 70 of the Complaint.

71. World Programming denies the allegations of paragraph 71 of the Complaint.

**DEFENDANTS’ INFRINGEMENT OF THE COPYRIGHTS IN THE
SAS SYSTEM AND THE SAS MANUALS**

72. Due to the vagueness in this paragraph, including the reference to various releases, iterations, updates, and manuals, World Programming lacks knowledge or information

sufficient to form a belief as to the truth of the allegations set forth in paragraph 72 of the Complaint.

73. As SAS Institute has not identified or specifically defined the “SAS System,” “the code making up the SAS System,” or any specific registered copyright, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 73 of the Complaint.

74. World Programming denies the allegations of paragraph 74 of the Complaint.

75. World Programming denies the allegations of paragraph 75 of the Complaint.

76. World Programming denies the allegations of paragraph 76 of the Complaint.

77. World Programming denies the allegations of paragraph 77 of the Complaint.

78. World Programming denies the allegations of paragraph 78 of the Complaint.

79. Because SAS Institute has not defined the “exact taxonomy” or the “SAS System,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 79 of the Complaint.

80. Because SAS Institute has not defined the “taxonomy,” either in the SAS System or in WPS, nor what SAS Institute means by “compete,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 80 of the Complaint.

81. Because SAS Institute has not defined the “exact user interface or input formats,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 81 of the Complaint.

82. Because SAS Institute has not defined the “exact user interface or input formats” or identified the user interface and input formats in the SAS System (which is also undefined),

nor what SAS Institute means by “compete,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 82 of the Complaint.

83. Because SAS Institute has not defined the “SAS System” or “the exact groupings of inputs and commands it used in the SAS System,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 83 of the Complaint.

84. Because SAS Institute has not defined the “SAS System,” “the groupings of inputs and commands it used in the SAS System,” or the grouping of inputs and commands in WPS, nor what SAS Institute means by “compete,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 84 of the Complaint.

85. World Programming denies the allegations of paragraph 85 of the Complaint.

86. Because SAS Institute has not defined the SAS System or the PROC statements and compilation of PROC statements, in the SAS System or in WPS, nor what SAS Institute means by “compete,” World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 80 of the Complaint. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 86 of the Complaint.

87. Because SAS Institute has not identified the SSO (or even consistently defined the term) or specifically defined the SAS System, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 87 of the Complaint.

88. Because SAS Institute has not identified the SSO (or even consistently defined the term), in either SAS Institute's products or in WPS, nor has SAS Institute defined the word "compete," World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 88 of the Complaint.

89. Because SAS Institute has not identified or specifically defined the SAS System or the output designs, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 89 of the Complaint.

90. Because SAS Institute has not identified or specifically defined the SAS System or the outputs or output designs, either in the SAS System or in WPS, nor what SAS Institute means by "compete," World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 90 of the Complaint.

91. World Programming denies the allegations of paragraph 91 of the Complaint.

92. World Programming denies the allegations of paragraph 92 of the Complaint.

93. World Programming denies the allegations of paragraph 93 of the Complaint.

94. World Programming denies that SAS Institute solely created the SAS Language, of which PROC statements are a part. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 94 of the Complaint.

95. World Programming denies the allegations of paragraph 95 of the Complaint.

96. World Programming denies the allegations of paragraph 96 of the Complaint.

97. World Programming admits that the allegations set forth in paragraph 97 of the Complaint include, without context, short excerpts of testimony or 2010 witness statements from the individuals correctly identified therein about activities in the United Kingdom, except that

World Programming has not been able to verify the accuracy of the quoted testimony for Declan Vibert, for which SAS provides no source; World Programming therefore lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 97 of the Complaint as to that testimony. Otherwise, World Programming denies the remaining allegations of paragraph 97 of the Complaint.

98. World Programming denies the allegations of paragraph 98 of the Complaint.

99. World Programming admits that the allegations set forth in paragraph 99 of the Complaint include short excerpts of a 2010 witness statement, without context, from the individual correctly identified therein about activities in the United Kingdom, and otherwise denies any remaining allegations in Paragraph 99 of SAS's Complaint.

100. World Programming admits that the allegations set forth in paragraph 100 of the Complaint include short excerpts of a 2010 witness statement from the individual correctly identified therein, without context, about activities in the United Kingdom and otherwise denies the remaining allegations in paragraph 100.

101. World Programming denies the allegations in paragraph 101 of the Complaint.

102. World Programming admits that the allegations set forth in paragraph 102 of the Complaint includes short excerpts of a 2010 witness statement from the individual named therein, without context, about conduct in the United Kingdom. World Programming also admits that Peter Quarendon is an employee and shareholder and was a director until April 2019 and otherwise denies the remaining allegations in paragraph 102 of the Complaint.

103. World Programming denies the allegations of paragraph 103 of the Complaint.

104. World Programming denies the allegations of paragraph 104 of the Complaint save that the quoted language is an excerpt of testimony, without context, from the individual correctly identified therein.

105. World Programming denies the allegations of paragraph 105 of the Complaint.

106. World Programming denies the allegations of paragraph 106 of the Complaint.

107. World Programming denies the allegations of paragraph 107 of the Complaint.

108. World Programming admits that the allegations set forth in paragraph 108 of the Complaint include a quote from a 2010 witness statement of World Programming's chief software architect, without context, and denies the remaining allegations in paragraph 108 of the Complaint.

109. World Programming admits that the allegations set forth in paragraph 109 of the Complaint include short excerpts of a 2010 witness statement from the individual named therein, without context, and denies any remaining allegations in paragraph 109 of the Complaint.

110. World Programming admits that the allegations set forth in paragraph 110 of the Complaint include short excerpts of a witness statement (except that deviation is singular) from the individual correctly identified therein, without context, and denies any remaining allegations in paragraph 110 of the Complaint.

111. World Programming admits that the allegations set forth in paragraph 111 of the Complaint include short excerpts of a witness statement from the individual named therein, without context, and denies any remaining allegations in paragraph 111 of the Complaint.

112. World Programming denies the allegations in paragraph 112 of the Complaint.

113. World Programming denies the allegations in paragraph 113 of the Complaint.

114. World Programming denies the allegations in paragraph 114 of the Complaint.

115. World Programming denies the allegations in paragraph 115 of the Complaint.

116. World Programming denies the allegations in paragraph 116 of the Complaint.

117. World Programming denies the allegations in paragraph 117 of the Complaint.

118. World Programming denies the allegations in paragraph 118 of the Complaint.

119. World Programming denies the allegations in paragraph 119 of the Complaint.

120. World Programming denies the allegations in paragraph 120 of the Complaint.

121. World Programming denies the allegations in paragraph 121 of the Complaint.

122. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 122 of the Complaint.

123. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 123 of the Complaint.

124. World Programming denies that the entirety of the software offered by SAS Institute is a result of creative choices and not mandated by function. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 124 of the Complaint.

125. World Programming denies the allegations in paragraph 125 of the Complaint.

126. World Programming denies the allegations in paragraph 126 of the Complaint.

127. World Programming denies the allegations in paragraph 127 of the Complaint.

128. World Programming admits that the example on the right looks like output a customer could create by running their program written in the SAS Language using WPS software and that the example on the left looks like output a customer could create by running their same program written in the SAS Language using SAS Institute software. Otherwise,

World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 128 of the Complaint.

129. World Programming denies the allegations in paragraph 129 of the Complaint.

130. World Programming admits that the example on the right looks like output a customer could create by running their program written in the SAS Language using WPS software and that the example on the left looks like output a customer could create by running their same program written in the SAS Language using SAS Institute software. World Programming denies the alleged identity in naming, taxonomy, user interface, and SSO. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 130 of the Complaint.

131. World Programming denies that R, Minitab, and SPSS are competing products because they are incapable of running a SAS Language program. World Programming admits that the languages of R, Minitab, and SPSS specify different output than that specified by the SAS Language. World Programming denies the remaining allegations set forth in paragraph 131 of the Complaint.

132. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 132 of the Complaint.

133. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 133 of the Complaint.

134. World Programming admits that the snippet of SAS Language above is representative of a program someone could write in the SAS Language (which is free for anyone to use) to perform a regression analysis with variance inflation errors. World Programming denies the remaining allegations set forth in paragraph 134 of the Complaint.

135. World Programming admits that in the SAS Language, the PROC REG statement syntax written by a SAS Language programmer requires a SAS Language compiler to perform a linear regression; the SAS Language syntax “DATA=cement” option specifies which input data set on which the compiler should perform the linear regression; and the SAS Language syntax MODEL statement tells the compiler which variables to include in the model. World Programming denies that the letters “NIP” appear in the SAS Language snippet in paragraph 135 of the Complaint. World Programming denies the remaining allegations set forth in paragraph 135 of the Complaint.

136. World Programming denies that the third-party product SPSS is able to run programs written in the syntax of the SAS Language. World Programming admits that SPSS can perform regression analyses. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 136 of the Complaint.

137. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 137 of the Complaint.

138. World Programming denies that the third-party product R is able to run programs written in the syntax of the SAS Language. World Programming admits that R can perform regression analyses. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 138 of the Complaint.

139. World Programming denies that the output format and design generated by the WPS software are identical to the output of software offered by SAS Institute. World Programming admits that the example looks like output a customer could create by running their

program written in the SAS Language using SAS Institute software. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 139 of the Complaint.

140. World Programming denies that its software generates the same output expression as SAS Institute's software for PROC REG, admits that the picture in paragraph 140 of the Complaint looks generally like an output a customer could create when running a program written in the SAS Language with the PROC REG syntax using WPS software, and lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 140 of the Complaint.

141. World Programming admits that a regression analysis done in the language of SPSS is likely to produce a different output from a regression analysis done in the SAS Language. World Programming denies that SPSS is able to run programs written in the syntax of the SAS Language. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 141 of the Complaint.

142. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 142 of the Complaint.

143. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 143 of the Complaint.

144. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 144 of the Complaint.

145. World Programming admits that the language of R is different from the SAS Language and SPSS, and the language of R requires different input syntax and that the R

software produces different outputs. World Programming denies that the third-party product R is able to run programs written in the syntax of the SAS Language. World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 145 of the Complaint.

146. World Programming admits that the example on the right generally looks like a Log and output a customer could create by running their program written in the SAS Language using WPS software and that the example on the left looks like output a customer could create by running their same program written in the SAS Language using SAS Institute software. World Programming denies that this example shows copying by World Programming or that the example on the left represents a creative expression of SAS Institute. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 146 of the Complaint.

147. World Programming admits that the example on the right looks like a Log and output a customer could create by running their program written in the SAS Language using WPS software and that the example on the left looks like a Log and output a customer could create by running their same program written in the SAS Language using SAS Institute software. World Programming denies that this example shows copying by World Programming or that the example on the left represents a creative expression of SAS Institute. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 147 of the Complaint.

148. World Programming admits that the example on the right looks like output a customer could create by running their program written in the SAS Language using WPS software and that the example on the left looks like output a customer could create by running

their same program written in the SAS Language using SAS Institute software. World Programming denies that this example shows copying by World Programming or that the example on the left represents a creative expression of SAS Institute. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the remaining allegations set forth in paragraph 148 of the Complaint.

149. World Programming denies the allegations of paragraph 149 of the Complaint.

150. World Programming denies the allegations of paragraph 150 of the Complaint

151. World Programming denies the allegations of paragraph 151 of the Complaint.

152. World Programming denies the allegations of paragraph 152 of the Complaint.

153. World Programming denies the allegations of paragraph 153 of the Complaint.

154. World Programming denies the allegations of paragraph 154 of the Complaint.

PATENTS-IN-SUIT

155. World Programming denies the allegations of paragraph 155 of the Complaint.

156. World Programming admits that, on its face, the '519 patent states its title as "Computer-Implemented System and Method for Generating Data Graphical Displays," lists SAS Institute as its assignee, lists January 30, 2007 as its issue date, and mentions a provisional application dated March 29, 2002. World Programming admits that Exhibit 1 to the Complaint appears to be a copy of the '519 patent. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 156 of the Complaint.

157. World Programming admits that, on its face, the '519 patent recites the claim language identified in paragraph 157 of the Complaint and otherwise denies the allegations in paragraph 157.

158. World Programming admits that, on its face, the '686 patent states its title as "Computer-Implemented System and Method for Handling Database Statements," lists SAS Institute as its Assignee, lists November 4, 2008 as its issue date, and lists November 22, 2002 as its file date. World Programming admits that Exhibit 2 to the Complaint appears to be a copy of the '686 patent. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 158 of the Complaint.

159. World Programming admits that, on its face, the '686 patent recites the claim language identified in paragraph 159 of the Complaint.

160. World Programming admits that, on its face, the '996 patent states its title as "Computer-Implemented Method and System for Handling and Transforming Database Queries in a Fourth Generation Language," lists SAS Institute as its Assignee, lists July 30, 2013 as its issue date, and lists November 3, 2008 as its issue date. World Programming admits that Exhibit 3 to the Complaint appears to be a copy of the '996 patent. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth or source of the allegations set forth in paragraph 160 of the Complaint.

161. World Programming admits that, on its face, the '996 patent recites the claim language identified in paragraph 161 of the Complaint.

**THE INVENTIONS CLAIMED IN THE PATENTS-IN-SUIT ARE NOT WELL-
UNDERSTOOD, ROUTINE, OR CONVENTIONAL**

The '519 Patent

162. World Programming denies the allegations of paragraph 162 of the Complaint as well as any allegation in the heading that directly precedes that paragraph.

163. World Programming admits that, on its face, excerpts from the '519 Patent state: (i) “[g]raphical depictions of computer-generated data aid users in their analysis and understanding of the data”; (ii) “[m]any types of software applications can display data graphs” and “the styles that define the appearance of graphical displays were traditionally tightly coupled with the software application generating the graphs”; (iii) “Difficulties arose during attempts to use graphical styles defined in one software application in a different software application.”; and (iv) “the graphical styles defined within a software application usually were limited to fairly small sets of configurable items, such as background colors.” Otherwise, World Programming denies the allegations of paragraph 163 of the Complaint.

164. World Programming denies the allegations of paragraph 164 of the Complaint.

165. World Programming admits that, on its face, excerpts from the '519 Patent state: (i) “define styles to be used by all components on a graph”; (ii) “define styles on a per graphical component level”; and (iii) “fairly small sets of configurable items.” Otherwise, World Programming denies the allegations of paragraph 165 of the Complaint.

166. World Programming admits that claim 1 of the '519 Patent recites, in part, “receiving data to be displayed in a non-textual format,” “retrieving graph style data items from a data file,” “graph style data items containing graph style metadata that have descriptors specifying what statistical roles different data variables have within the data,” and “define display characteristics for the data.” Otherwise, World Programming denies the allegations of paragraph 166 of the Complaint.

167. World Programming denies the allegations of paragraph 167 of the Complaint.

The '686 Patent

168. World Programming denies the allegations of paragraph 168 of the Complaint.

169. World Programming admits that, on its face, excerpts from the '686 Patent state: (i) “[d]ata access across different database platforms proves difficult due to the platforms using varying database commands”; and (ii) “most database systems, such as those from Oracle, Sybase, Business Objects, SAS, or Brio, implement a superset of the ANSI standard.” World Programming denies that on its face, excerpts from the '686 Patent state: “which is based on a well-documented ANSI standard.” Otherwise, World Programming denies the allegations of paragraph 169 of the Complaint.

170. World Programming admits that, on its face, excerpts from the '686 Patent state: “if a native database system [] uses an outer join syntax to be specified in an SQL query statement [] that is different from what a third party database system [] uses, then the textualization process 50 creates based upon the specific textualizations [] a processed SQL command [] for the third party database system 42 that employs the third party's outer join syntax.” Otherwise, World Programming denies the allegations of paragraph 170 of the Complaint.

171. World Programming denies the allegations of paragraph 171 of the Complaint.

172. World Programming admits that, on its face, excerpts from the '686 Patent state: (i) “an SQL tree 60 is used by the textualization process 50 to process an SQL statement”; (ii) ““represents the syntax of a native database’s SQL statement [] and its related metadata (e.g., table names, column names, etc.)”; (iii) “hierarchical arrangement of nodes representative of the SQL syntax and metadata to be processed”; and (iv)

a database system from SAS Institute Inc. has an SQL language which has differences from other vendor’s SQL. The textualization process 50 allows a SAS SQL statement to be converted into a third party vendor-specific SQL in order to successfully submit a table request to the third party’s relational database system (RDBMS). This is accomplished by representing the SAS SQL statement as an SQL tree 60. The SQL tree 60 is passed to the textualization process 50 to convert

the tree 60 into the text of the third party vendor-specific SQL query, taking into account any DBMS-specific SQL. The textualization operation happens in this example just prior to the call to a prepare() or executeDirect() routine. These standardized routines then pass the SQL query to an RDBMS in the form of text. It is noted that in an SQL-centric table services model, an SQL query typically gets passed to either the prepare() or executeDirect() routines (depending on context). A call to either of these routines, therefore, constitutes a request to an RDBMS.

Otherwise, World Programming denies the allegations of paragraph 172 of the Complaint.

173. World Programming denies the allegations of paragraph 173 of the Complaint.

174. World Programming denies the allegations of paragraph 174 of the Complaint.

The '996 Patent

175. World Programming denies the allegations of paragraph 175 of the Complaint.

176. World Programming admits that, on its face, excerpts from the '996 Patent state:

(i) “[a] typical database access environment often requires that proprietary client applications interact effectively with databases”; (ii) “[w]hen retrieving data from such databases, such client applications require query engine formulated queries, typically in structured query language (“SQL”) being passed down and processed by the database for performance”; (iii) “in order for the SQL query to operate effectively, it must be free of any specific client application syntax that the databases do not support.” Otherwise, World Programming denies the allegations of paragraph 176 of the Complaint.

177. World Programming admits that, on its face, excerpts from the '996 Patent state: “Since a premium is placed on reducing processing cycles, it is desirable to issue queries which result in as little data being returned as possible. If the query is such that it does not narrow down the amount of data to a manageable level, too much data is returned to the client side which results in an extensive amount of processing and expense for the client.” Otherwise, World Programming denies the allegations of paragraph 177 of the Complaint

178. World Programming admits that, on its face, excerpts from the '996 Patent state: “addresses group query transformations in a database system that does not support the SQL-99 standard. Thus, the solution only applies to a specific standard and does not provide an effective general solution for a fourth generation language environment between a native system and a non-native database system for processing queries.” Otherwise, World Programming denies the allegations of paragraph 178 of the Complaint.

179. World Programming admits that, on its face, excerpts from the '996 Patent state: “to prevent or reduce the amount of local processing required to process a query, which is provided in accordance with the computer-implemented method and system described herein.” Otherwise, World Programming denies the allegations of paragraph 179 of the Complaint.

180. World Programming admits that, on its face, excerpts from the '996 Patent state: (i) “PROC SQL includes a query engine”; (ii) “application relies on SQL queries being passed down and processed by the database system 109.”; (iii) “The data is imported into the PROC SQL processing environment where the formatting work for the put() function”; (iv) “When table sizes are large, the performance of fetching all data measured in response time degrades”; (v) “becomes a greater problem as 4GL product integration with third party databases expand and the popularity of using formatted data increases”; (vi) “more and more of the queries are not passed to the database”; and (vii) “allows transformation of many functions such as the put() function into an alternate SQL syntax which may be passed and operated on by the database system 109” and the '996 Patent contains Figure 3. Otherwise, World Programming denies the allegations of paragraph 180 of the Complaint.

181. World Programming denies the allegations of paragraph 181 of the Complaint.

182. World Programming denies the allegations of paragraph 182 of the Complaint.

183. World Programming denies the allegations of paragraph 183 of the Complaint.

**WPS'S PRE-SUIT KNOWLEDGE OF THE PATENTS-IN-SUIT
AND THE COPYING OF SAS'S INVENTIONS**

184. World Programming denies the allegations of paragraph 184 of the Complaint.

185. World Programming denies the allegations of paragraph 185 of the Complaint.

186. World Programming admits the allegations of paragraph 186 of the Complaint.

187. World Programming admits it has added some PROC SQL functionality related to implicit passthrough. Because SAS Institute has not specified which witness statement SAS Institute is referring to from the past decade of litigation, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 187 of the Complaint.

188. World Programming admits that the allegations set forth in paragraph 188 of the Complaint include short excerpts of a 2010 witness statement in the United Kingdom litigation from the individual named therein, without context, and otherwise denies the allegations in paragraph 188 of the Complaint.

189. World Programming admits that Exhibit 5 to the Complaint purports to be a paper titled "New SAS® Performance Optimizations to Enhance Your SAS® Client and Solution Access to the Database." Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 189 of the Complaint.

190. World Programming admits that Exhibits 4 and 5 to the Complaint identify Mike Whitcher as their author. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 190 of the Complaint.

191. World Programming admits that Exhibit 3 to the Complaint, which purports to be the '996 patent, at 10:55–65 identifies a table similar to that identified on page 2 of Exhibits 4 and 5 to the Complaint. World Programming admits that Exhibit 3 to the Complaint, which purports to be the '996 patent, at 8:17–9:18 identifies a table similar to that identified on page 5 of Exhibits 4 and 5 to the Complaint. World Programming admits that page 15 of Exhibits 4 and 5 to the Complaint state “Rick Langston and Howard Plemmons for their work on unPUT technology . . .” under a heading titled “ACKNOWLEDGEMENTS.” World Programming admits that Richard Dean Langston and Howard Plemmons, Jr. are listed as “Inventors” on Exhibit 3 to the Complaint, which purports to be the '996 patent. Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 191 of the Complaint.

192. World Programming admits that members of its management attended portions of the trial in the North Carolina Litigation but denies that “much” of its management was “in attendance.” World Programming admits that the trial transcript for the North Carolina Litigation reflects that Rick Langston, who is one of three named inventors on the '996 Patent and at the time testified he was employed by SAS Institute, testified that “I hold two patents” and “My other patent has to do with something we casually call unput, and that is the undoing of a format in order to make SQL processing, Structured Querying Language processing, faster and the underlying technology for that.” Otherwise, World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 192 of the Complaint.

193. World Programming denies the allegations of paragraph 193 of the Complaint.

194. World Programming denies the allegations of paragraph 194 of the Complaint.

INFRINGEMENT OF THE '519 PATENT

195. World Programming denies the allegations of paragraph 195 of the Complaint.

196. World Programming denies the allegations of paragraph 196 of the Complaint.

197. World Programming denies the allegations of paragraph 197 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 197 of the Complaint.

198. World Programming denies the allegations of paragraph 198 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 198 of the Complaint.

199. World Programming denies the allegations of paragraph 199 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 199 of the Complaint.

200. World Programming denies the allegations of paragraph 200 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 200 of the Complaint.

201. World Programming denies the allegations of paragraph 201 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 201 of the Complaint.

202. World Programming denies the allegations of paragraph 202 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 202 of the Complaint.

203. World Programming denies the allegations of paragraph 203 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 203 of the Complaint.

204. World Programming denies the allegations of paragraph 204 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 204 of the Complaint.

205. World Programming denies the allegations of paragraph 205 of the Complaint.

206. World Programming denies the allegations of paragraph 206 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 206 of the Complaint.

207. World Programming denies the allegations of paragraph 207 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 207 of the Complaint.

208. World Programming denies the allegations of paragraph 208 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World

Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 208 of the Complaint.

209. World Programming denies the allegations of paragraph 209 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 209 of the Complaint.

210. World Programming denies the allegations of paragraph 210 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 210 of the Complaint.

211. World Programming denies the allegations of paragraph 211 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 211 of the Complaint.

212. World Programming denies the allegations of paragraph 212 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 212 of the Complaint.

213. World Programming denies the allegations of paragraph 213 of the Complaint.

214. World Programming denies the allegations of paragraph 214 of the Complaint.

INFRINGEMENT OF THE '686 PATENT

215. World Programming denies the allegations of paragraph 215 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World

Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 215 of the Complaint.

216. World Programming denies the allegations of paragraph 216 of the Complaint.

217. World Programming denies the allegations of paragraph 217 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 217 of the Complaint.

218. World Programming denies the allegations of paragraph 218 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 218 of the Complaint.

219. World Programming denies the allegations of paragraph 219 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 219 of the Complaint.

220. World Programming denies the allegations of paragraph 220 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 220 of the Complaint.

221. World Programming denies the allegations of paragraph 221 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 221 of the Complaint.

222. World Programming denies the allegations of paragraph 222 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 222 of the Complaint.

223. World Programming denies the allegations of paragraph 223 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 223 of the Complaint.

224. World Programming denies the allegations of paragraph 224 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 224 of the Complaint.

225. World Programming denies the allegations of paragraph 225 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 225 of the Complaint.

226. World Programming denies the allegations of paragraph 226 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 226 of the Complaint.

227. World Programming denies the allegations of paragraph 227 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World

Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 227 of the Complaint.

228. World Programming denies the allegations of paragraph 228 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 228 of the Complaint.

229. World Programming denies the allegations of paragraph 229 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 229 of the Complaint.

230. World Programming denies the allegations of paragraph 230 of the Complaint as to World Programming and as to Angoss, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 230 of the Complaint.

231. World Programming denies the allegations of paragraph 231 of the Complaint.

INFRINGEMENT OF THE '996 PATENT

232. World Programming denies the allegations of paragraph 232 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 232 of the Complaint.

233. World Programming denies the allegations of paragraph 233 of the Complaint.

234. World Programming denies the allegations of paragraph 234 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World

Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 234 of the Complaint.

235. World Programming denies the allegations of paragraph 235 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 235 of the Complaint.

236. World Programming denies the allegations of paragraph 236 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 236 of the Complaint.

237. World Programming denies the allegations of paragraph 237 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 237 of the Complaint.

238. World Programming denies the allegations of paragraph 238 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 238 of the Complaint.

239. World Programming denies the allegations of paragraph 239 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 239 of the Complaint.

240. World Programming denies the allegations of paragraph 240 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 240 of the Complaint.

241. World Programming denies the allegations of paragraph 241 of the Complaint.

242. World Programming denies the allegations of paragraph 242 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 242 of the Complaint.

243. World Programming denies the allegations of paragraph 243 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 243 of the Complaint.

244. World Programming denies the allegations of paragraph 244 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 244 of the Complaint.

245. World Programming denies the allegations of paragraph 245 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 245 of the Complaint.

246. World Programming denies the allegations of paragraph 246 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World

Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 246 of the Complaint.

247. World Programming denies the allegations of paragraph 247 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 247 of the Complaint.

248. World Programming denies the allegations of paragraph 248 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 248 of the Complaint.

249. World Programming denies the allegations of paragraph 249 of the Complaint as to World Programming and as to Angoss, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 249 of the Complaint.

250. World Programming denies the allegations of paragraph 250 of the Complaint.

251. World Programming denies the allegations of paragraph 251 of the Complaint.

**FIRST CAUSE OF ACTION
DIRECT COPYRIGHT INFRINGEMENT OF THE SAS SYSTEM AGAINST
ALL DEFENDANTS UNDER 17 U.S.C. § 101 et seq.**

252. World Programming incorporates its responses to paragraphs 1–251 of the Complaint.

253. World Programming denies the allegations of paragraph 253 of the Complaint.

254. World Programming denies the allegations of paragraph 254 of the Complaint.

255. World Programming denies the allegations of paragraph 255 of the Complaint.

256. World Programming denies the allegations of paragraph 256 of the Complaint.

257. World Programming denies the allegations of paragraph 257 of the Complaint.

258. World Programming denies the allegations of paragraph 258 of the Complaint.

259. World Programming denies the allegations of paragraph 259 of the Complaint.

260. World Programming denies the allegations of paragraph 260 of the Complaint.

261. World Programming denies the allegations of paragraph 261 of the Complaint.

**SECOND CAUSE OF ACTION
DIRECT COPYRIGHT INFRINGEMENT OF THE SAS MANUALS AGAINST
ALL DEFENDANTS 17 U.S.C. § 101 et seq.**

262. World Programming incorporates its responses to paragraphs 1–261 of the Complaint.

263. World Programming denies the allegations of paragraph 263 of the Complaint.

264. World Programming denies the allegations of paragraph 264 of the Complaint.

265. World Programming denies the allegations of paragraph 265 of the Complaint.

266. World Programming denies the allegations of paragraph 266 of the Complaint.

267. World Programming denies the allegations of paragraph 267 of the Complaint.

268. World Programming denies the allegations of paragraph 268 of the Complaint.

269. World Programming denies the allegations of paragraph 269 of the Complaint.

270. World Programming denies the allegations of paragraph 270 of the Complaint.

271. World Programming denies the allegations of paragraph 271 of the Complaint.

**THIRD CAUSE OF ACTION
CONTRIBUTORY COPYRIGHT INFRINGEMENT OF THE SAS SYSTEM AND SAS
MANUALS AGAINST WPL, MINEQUEST, ANGOSS, AND LUMINEX UNDER
17 U.S.C. § 101 et seq.**

272. World Programming incorporates its responses to paragraphs 1–271 of the Complaint.

273. World Programming denies the allegations of paragraph 273 of the Complaint.

- 274. World Programming denies the allegations of paragraph 274 of the Complaint.
- 275. World Programming denies the allegations of paragraph 275 of the Complaint.
- 276. World Programming denies the allegations of paragraph 276 of the Complaint.
- 277. World Programming denies the allegations of paragraph 277 of the Complaint.
- 278. World Programming denies the allegations of paragraph 278 of the Complaint.
- 279. World Programming denies the allegations of paragraph 279 of the Complaint.
- 280. World Programming denies the allegations of paragraph 280 of the Complaint.
- 281. World Programming denies the allegations of paragraph 281 of the Complaint.
- 282. World Programming denies the allegations of paragraph 282 of the Complaint.

FOURTH CAUSE OF ACTION
VICARIOUS COPYRIGHT INFRINGEMENT OF THE SAS SYSTEM AND SAS
MANUALS AGAINST WPL, MINEQUEST, ANGOSS, AND LUMINEX UNDER 17
U.S.C. § 101 *et seq.*

- 283. World Programming incorporates its responses to paragraphs 1–282 of the Complaint.
- 284. World Programming denies the allegations of paragraph 284 of the Complaint.
- 285. World Programming denies the allegations of paragraph 285 of the Complaint.
- 286. World Programming denies the allegations of paragraph 286 of the Complaint.
- 287. World Programming denies the allegations of paragraph 287 of the Complaint.
- 288. World Programming denies the allegations of paragraph 288 of the Complaint.
- 289. World Programming denies the allegations of paragraph 289 of the Complaint.
- 290. World Programming denies the allegations of paragraph 290 of the Complaint.
- 291. World Programming denies the allegations of paragraph 291 of the Complaint.
- 292. World Programming denies the allegations of paragraph 292 of the Complaint.
- 293. World Programming denies the allegations of paragraph 293 of the Complaint.

FIFTH CAUSE OF ACTION
INFRINGEMENT OF U.S. PATENT NO. 7,170,519

294. World Programming incorporates its responses to paragraphs 1–293 of the Complaint.

295. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 295 of the Complaint.

296. World Programming denies the allegations of paragraph 296 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 296 of the Complaint.

297. World Programming denies the allegations of paragraph 297 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 297 of the Complaint.

298. World Programming denies the allegations of paragraph 298 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 298 of the Complaint.

299. World Programming denies the allegations of paragraph 299 of the Complaint.

300. World Programming denies the allegations of paragraph 300 of the Complaint.

SIXTH CAUSE OF ACTION
INFRINGEMENT OF U.S. PATENT NO. 7,477,686

301. World Programming incorporates its responses to paragraphs 1–300 of the Complaint.

302. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 302 of the Complaint.

303. World Programming denies the allegations of paragraph 303 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 303 of the Complaint.

304. World Programming denies the allegations of paragraph 304 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 304 of the Complaint.

305. World Programming denies the allegations of paragraph 305 of the Complaint.

306. World Programming denies the allegations of paragraph 306 of the Complaint.

SEVENTH CAUSE OF ACTION
INFRINGEMENT OF U.S. PATENT NO. 8,498,996

307. World Programming incorporates its responses to paragraphs 1–306 of the Complaint.

308. World Programming lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 308 of the Complaint.

309. World Programming denies the allegations of paragraph 309 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 309 of the Complaint.

310. World Programming denies the allegations of paragraph 310 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World

Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 310 of the Complaint.

311. World Programming denies the allegations of paragraph 311 of the Complaint as to WPS and as to KnowledgeCore, to the extent the allegations are based on WPS. World Programming lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations set forth in paragraph 311 of the Complaint.

312. World Programming denies the allegations of paragraph 312 of the Complaint.

313. World Programming denies the allegations of paragraph 313 of the Complaint.

PRAYER FOR RELIEF

Programming denies each and every allegation contained in the Prayer for Relief. World Programming denies any wrongdoing or infringement and denies that any conduct on its part entitles SAS Institute to an injunction, damages, or any other relief. World Programming further denies each and every allegation in the Complaint to which it has not specifically responded.

JURY DEMAND

World Programming demands a jury trial on all issues so triable, including those set forth in its counterclaims below.

WORLD PROGRAMMING'S DEFENSES AND COUNTERCLAIMS

DEFENSES

For its additional defenses to the Complaint, World Programming asserts the defenses listed below, without conceding that World Programming bears the burden of proof on these issues.

FIRST DEFENSE
(Non-Infringement of Patents)

314. World Programming does not infringe and has not infringed, either literally or under the doctrine of equivalents, any valid and enforceable claim of the Asserted Patents.

SECOND DEFENSE
(Patent Invalidity)

315. One or more claims of the Asserted Patents are invalid for, *inter alia*, failure to comply with Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112 and 282.

THIRD DEFENSE
(Limitation of Damages)

316. Any right of SAS Institute to seek damages is limited, including without limitation, by 35 U.S.C. §§ 286, 287, and 288.

FOURTH DEFENSE
(No Entitlement to Attorney's Fees or Enhanced Damages on Patent Claims)

317. SAS Institute is not entitled to attorney's fees or costs under 35 U.S.C. § 285, and SAS Institute is not entitled to enhanced damages under 35 U.S.C. § 284.

FIFTH DEFENSE
(Unregistered Copyrights)

318. SAS Institute has no right to assert infringement of any unregistered copyrights.

SIXTH DEFENSE
(No Liability for Acts Occurring Abroad)

319. SAS Institute's claims are barred or limited because patent and copyright laws generally do not have extraterritorial application.

SEVENTH DEFENSE
(Statute of Limitations)

320. SAS Institute's copyright claims are barred or limited by the statute of limitations under 17 U.S.C. § 507(b).

EIGHTH DEFENSE
(Non-Infringement of Copyrights)

321. World Programming has not copied any protected works of SAS Institute and therefore has not infringed.

NINTH DEFENSE
(Non-Copyrightable Subject Matter)

322. The alleged copyrighted works asserted by SAS Institute, including the SAS System, SAS Manuals, or portions thereof alleged to have been copied, are not copyrightable subject matter.

TENTH DEFENSE
(No Statutory Damages)

323. SAS Institute cannot recover statutory damages for copyright infringement alongside actual damages and profits under 17 U.S.C. § 504(c)(1).

ELEVENTH DEFENSE
(No Enhanced Statutory Damages)

324. SAS Institute cannot recover enhanced statutory damages for willful copyright infringement because any alleged infringement by World Programming was not willful under 17 U.S.C. § 504(c)(2).

TWELFTH DEFENSE
(No Attorney's Fees)

325. SAS Institute cannot recover attorney's fees on its copyright claims from World Programming under 17 U.S.C. § 505.

THIRTEENTH DEFENSE
(Res Judicata / Estoppel / Comity/ Double Recovery)

326. SAS Institute's copyright claims are barred or limited by the doctrines of res judicata, collateral estoppel, judicial estoppel, comity for foreign judgments, satisfaction, and/or the prohibition against double recovery. Satisfaction and the prohibition against double recovery may also bar or limit any recovery by SAS Institute for patent infringement.

FOURTEENTH DEFENSE
(Lack of Copyright Ownership)

327. SAS Institute's copyright claims are barred because SAS Institute is not the author of the alleged copyrights alluded to in the Complaint, and SAS Institute is not the owner or holder of equivalent rights in and to registration(s) of the alleged copyrights alluded to in the complaint.

FIFTEENTH DEFENSE
(No Injunctive Relief)

328. SAS Institute is not entitled to the requested injunctive relief because SAS Institute faces no irreparable harm and has adequate remedies at law, injunctive relief is not appropriate on balance, and the public interest would be disserved by the issuance of an injunction.

SIXTEENTH DEFENSE
(Copyright Misuse)

329. SAS Institute's copyright claims are barred by the doctrine of copyright misuse.

SEVENTEENTH DEFENSE
(Fair Use)

330. SAS Institute's copyright claims are barred by the doctrine of fair use.

EIGHTEENTH DEFENSE
(Failure to State a Claim)

331. SAS Institute fails to state a claim upon which relief can be granted.

COUNTERCLAIMS

For its counterclaims against SAS Institute, World Programming alleges as follows:

1. These counterclaims arise under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, the patent laws of the United States set forth in Title 35 of the United States Code and in Title 37 of the Code of Federal Regulations, and the copyright laws of the United States set forth in Title 17 of the United States Code.

2. This Court has jurisdiction over these counterclaims pursuant to 28 U.S.C. §§ 1331, 1338(a), and 2201(a). This Court has personal jurisdiction over SAS Institute. SAS Institute has consented to venue in this Court by bringing this action against World Programming, and thus venue for World Programming's counterclaims is proper in this district.

3. World Programming is a private limited company under the laws of England and Wales and that its registered office is Osprey House, Budds Lane, Romsey, Hampshire SO51 0HA.

4. Based on SAS Institute's complaint, SAS Institute is a corporation organized under the laws of the State of North Carolina with its principal place of business at 100 SAS Campus Drive, Cary, North Carolina 27513.

5. By its Complaint, SAS Institute purports to assert claims against World Programming for infringement of the Asserted Patents and its alleged copyrights.

6. World Programming has denied SAS Institute's claims of infringement of the Asserted Patents and SAS Institute's alleged copyrights. World Programming asserts that the

claims of the Asserted Patents are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and 282, and that the claims of the Asserted Patents are unenforceable against World Programming. Likewise, World Programming asserts that SAS Institute is not the owner of valid copyrights covering the works SAS Institute claims World Programming infringes and that the asserted copyrights are unenforceable against World Programming. Accordingly, an actual justiciable case or controversy exists between SAS Institute and World Programming.

7. SAS Institute's general counsel testified that no license is required to use the SAS Language.

8. SAS Institute's intent is to bar development of competing products in the entire field of SAS Language interpretation.

9. SAS Institute's CEO testified that, prior to WPS, no one could run a SAS Language program without using SAS Institute's software.

10. Ten years ago, SAS Institute sued World Programming for copyright infringement in the United Kingdom.

11. The U.K. court entered judgment for World Programming on SAS Institute's claims that World Programming's software infringed.

12. In a case SAS Institute filed shortly after suing in the U.K., SAS Institute also claimed copyright infringement by World Programming's software. There, the district court granted summary judgment for World Programming on that claim, finding no copying of any SAS Institute materials protected by copyright. The Fourth Circuit held that SAS Institute's copyright claim was moot and noted that "the future damages SAS Institute has already received point to an injury that has already been redressed."

FIRST COUNTERCLAIM

(Declaratory Relief Regarding Non-Infringement of U.S. Patent No. 7,170,519)

13. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–12.

14. By its complaint, SAS Institute claims that it is the owner of the '519 patent and holds the right to sue and recover damages for infringement thereof.

15. SAS Institute has asserted that World Programming is infringing the '519 patent, and SAS Institute has identified particular applications of World Programming's that allegedly infringe the '519 patent.

16. World Programming seeks and is entitled to a declaration that World Programming does not directly infringe any valid and enforceable claim of the '519 patent, either literally or under the doctrine of equivalents, and that World Programming has not induced infringement of and has not contributed to the infringement of any valid and enforceable claim of the '519 patent, either literally or under the doctrine of equivalents.

SECOND COUNTERCLAIM

(Declaratory Relief Regarding Non-Infringement of U.S. Patent No. 7,477,686)

17. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–16.

18. By its complaint, SAS Institute claims that it is the owner of the '686 patent and holds the right to sue and recover damages for infringement thereof.

19. SAS Institute has asserted that World Programming is infringing the '686 patent, and SAS Institute has identified particular applications of World Programming's that allegedly infringe the '686 patent.

20. World Programming seeks and is entitled to a declaration that World Programming does not directly infringe any valid and enforceable claim of the '686 patent, either

literally or under the doctrine of equivalents, and that World Programming has not induced infringement of and has not contributed to the infringement of any valid and enforceable claim of the '686 patent, either literally or under the doctrine of equivalents.

THIRD COUNTERCLAIM

(Declaratory Relief Regarding Non-Infringement of U.S. Patent No. 8,498,996)

21. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–20.

22. By its complaint, SAS Institute claims that it is the owner of the '996 patent and holds the right to sue and recover damages for infringement thereof.

23. SAS Institute has asserted that World Programming is infringing the '996 patent, and SAS Institute has identified particular applications of World Programming's that allegedly infringe the '996 patent.

24. World Programming seeks and is entitled to a declaration that World Programming does not directly infringe any valid and enforceable claim of the '996 patent, either literally or under the doctrine of equivalents, and that World Programming has not induced infringement of and has not contributed to the infringement of any valid and enforceable claim of the '996 patent, either literally or under the doctrine of equivalents.

FOURTH COUNTERCLAIM

(Declaratory Relief Regarding Invalidity of U.S. Patent No. 7,170,519)

25. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–24.

26. World Programming seeks and is entitled to a declaration that one or more claims of the '519 patent, including claim 34, are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 282.

FIFTH COUNTERCLAIM

(Declaratory Relief Regarding Invalidity of U.S. Patent No. 7,477,686)

27. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–26.

28. World Programming seeks and is entitled to a declaration that one or more claims of the '686 patent, including claim 1, are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 282.

SIXTH COUNTERCLAIM

(Declaratory Relief Regarding Invalidity of U.S. Patent No. 8,498,996)

29. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–28.

30. World Programming seeks and is entitled to a declaration that one or more claims of the '996 patent, including claims 1 and 37, are invalid for failure to comply with the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, 112, and/or 282.

SEVENTH COUNTERCLAIM

**(Declaratory Relief Regarding Non-Infringement of
Purported Copyright(s) in “SAS System”)**

31. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–30.

32. By its complaint, SAS Institute claims that it is the owner of the “SAS System, in its various releases and iterations with updates, and including the SAS Learning Edition and the SAS Manuals” and that the SAS System is “subject to well over 100 Copyright Registrations, each duly registered with the United States Copyright Office.”

33. By its complaint, SAS Institute alleges that World Programming has directly, contributorily, and/or vicariously infringed SAS Institute's alleged copyright(s) in the SAS System.

34. World Programming seeks and is entitled to a declaration that World Programming software does not directly, contributorily, and/or vicariously infringe any valid and enforceable copyright in or to the SAS System, and that World Programming's rights are entitled to full protection under U.S. law.

EIGHTH COUNTERCLAIM
**(Declaratory Relief Regarding Non-Infringement of
Purported Copyright(s) in "SAS Manuals")**

35. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–34.

36. By its complaint, SAS Institute claims that it is the owner of the "SAS Manuals," defined as "the manuals that SAS created for the SAS System" and that SAS Institute "register[ed] versions of [SAS's] manuals . . . with the United States Copyright Office."

37. By its complaint, SAS Institute alleges that World Programming has directly, contributorily, and/or vicariously infringed its alleged copyright in the SAS Manuals.

38. World Programming seeks and is entitled to a declaration that World Programming does not directly, contributorily, and/or vicariously infringe any valid and enforceable copyright in or to the SAS Manuals.

NINTH COUNTERCLAIM
(Declaratory Relief Regarding No Copyright in "SAS Language")

39. World Programming restates and incorporates by reference each allegation of its Counterclaim paragraphs 1–38.

40. By its complaint, SAS Institute claims that the programming language known as the SAS Language was “developed and maintained by SAS.”

41. By its complaint, SAS Institute appears to allege that World Programming has directly, contributorily, and/or vicariously infringed SAS Institute’s alleged copyright for the SAS Language.

42. The SAS Language includes statements, expressions, options, formats, and functions, as the United Kingdom court already found in paragraph 35 of the United Kingdom July 2010 judgment. SAS Institute also acknowledged in its *SAS 9.1.3. Language Reference: Concepts* (Third Edition, 2005) manual as well as its *SAS 9.2 Language Reference: Concepts* (2009) that the “SAS Language consists of statements, expressions, options, formats, and functions similar to those of many other programming languages.” These citations are set forth in paragraph 48 of the United Kingdom July 2010 judgment.

43. For example, as the United Kingdom court already concluded, procedures like LOGISTIC and UNIVARIATE (including the names) are elements of the SAS Language.

44. World Programming seeks and is entitled to a declaration that SAS Institute does not have any enforceable copyright in any of the SAS Language used by World Programming in its accused software or manuals.

PRAYER FOR RELIEF

Having answered SAS Institute’s Complaint and asserted its defenses and counterclaims, World Programming requests judgment against SAS Institute on SAS’s Complaint, as follows:

- A. That SAS Institute takes nothing by its claims for relief;
- B. That the Court enter judgment against SAS Institute and in favor of World Programming in all respects;

C. That the Court enter judgment in World Programming's favor on World Programming's counterclaims;

D. That the Court adjudge, declare, and decree that World Programming does not infringe any valid or enforceable claim of the Asserted Patents;

E. That the Court adjudge, declare, and decree that claims of the Asserted Patents are invalid and unenforceable against World Programming;

F. That the Court adjudge, declare, and decree that World Programming does not infringe any valid and enforceable copyrights in and to the SAS Systems and SAS Manuals;

G. That the Court adjudge, declare, and decree that SAS Institute does not have any enforceable copyright in any of the SAS Language used by World Programming in the accused aspects of the World Programming software and/or manuals;

H. That the Court award attorneys' fees to World Programming;

I. That the Court award all costs of this case to World Programming; and

J. That the Court award World Programming any further or special relief to which World Programming is entitled.

Dated: May 2, 2019

Respectfully submitted,

/s/ Timothy S. Durst

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CERTIFICATE OF SERVICE

I hereby certify that counsel of record who are deemed to have consented to electronic service are being served this 2nd day of May, 2019, with a copy of this document via the Court's CM/ECF system.

/s/ Timothy S. Durst

Timothy S. Durst